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TENDER NO: MSU/T/21/2014-2015

FOR:

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 250KVA GENERATOR

AT MASENO UNIVERSITY

MAY 2015

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SECTION I: INVITATION TO TENDER

Date: **15TH** MAY, 2015

Tender Ref No.: MSU/T/21/2014-2015

Tender names: **Supply, Delivery, Installation, Testing and Commissioning of 250 KVA generator**

Maseno University invites sealed tenders from eligible candidates for Supply, Delivery, Installation, Testing and Commissioning of 250 KVA generator.

Bidders interested in the advertised tenders may obtain further information, inspect and buy tender documents from the Procurement office from Monday to Friday between 9.00 a.m. and 3.30 pm. Upon payment of a non-refundable fee of Kshs. 1,000.00 per set of tender document Payable at Cash office, College Campus or be downloaded from Maseno University website **www.maseno.ac.ke** or **www.supplier.treasury.go.ke** free of charge.

Tenders in sealed plain envelopes clearly bearing the correct Tender Number and Tender Description without identifying the tenderer should be sent to:-

Deputy Vice Chancellor (AFD)
Maseno University
Private Bag, **MASENO.**

Or be deposited in the Tender Box situated at the entrance to the Administration Block, College Campus so as to reach on or before **Tuesday 2nd June, 2015 at 10.00 a.m**.

Tender will be opened immediately thereafter **Tuesday 2nd June, 2015 at 10.00 a.m.** in the University Boardroom, Siriba Campus. Interested bidders or their representatives are invited to attend the opening session.

Reuben N. Ogetii

For: Deputy Vice Chancellor (AF&D)

TENDER SUBMISSION CHECKLIST

250. **Tender Submission Format – Proposal (Two copies)**

This order and arrangement shall be considered as the Tender Submission Format. Bidders are advised to flag/separate sections identifying where each item is inserted. (*Tenderers shall tick against each item indicating that they have provided it.)*

No.	Item	Tick Where Provided
1	Tender Security of 1% of the bid price in an appropriate form.	
2	Form of Tender (original – duly signed and rubberstamped by the tenderer)	
3	Copy of Valid Tax Compliance Certificate	
4	Confidential Business Questionnaire (CBQ)	
5	Copy of PIN and VAT Certificate	
6	Copy of Company or Firm's Registration Certificate	
7	Names with full contact as well as physical addresses and letters of reference of previous customers of similar or related institution	
8	Trade business Permit	
9	Audited Financial Statements. The audited financial statements Must be those that are reported within past two years.	
10	Provide proof of authorization & Support by the equipment manufacturers to sell/service the product in Kenya. A letter of authorization/Tenderer recommendation should be signed by the manufacture	

NOTES TO TENDERERS

1. Valid Tax Compliance Certificate shall be one issued by the Kenya Revenue Authority (KRA) and valid for at least up to the tender closing date.

2. All Kenyan registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 Maseno University's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Maseno University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Maseno University, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall be Kshs 1,000.00 for hard copies and at no cost for those who download from the Bank's website.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the

set prequalification criteria shall be prequalified.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules
(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Bank Guarantee for Advance Payment Form
(xii) Manufacturer's Authorization Form
(xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify Maseno University in writing or by post at the entity's address indicated in the Invitation to Tender. Maseno University will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by Maseno University. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 Maseno University shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, Maseno University, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the

amendment into account in preparing their tenders, Maseno University, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and Maseno University, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to Maseno University's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to Maseno University's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in

Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by Maseno University; and

(c) a clause-by-clause commentary on the Procuring entity's Technical

Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3© above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative

standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be 1% of the total tender price.

2.14.3 The tender security is required to protect Maseno University against the risk of

Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company (as listed by the Public Procurement Oversight Authority) and in the form provided in the tender documents or another form acceptable to Maseno University and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by Maseno University as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Maseno University.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by Maseno University on the Tender Form; or
(b) in the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.27 or
(ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by Maseno University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Maseno University as non-responsive.

2.15.2 In exceptional circumstances, Maseno University may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 Maseno University shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER"** and **"COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be _nitialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be _nitialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY."** The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to Maseno University at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and words, "DO NOT OPEN BEFORE," **Tuesday 2nd June, 2015 at 10.00 a.m.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the

Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by Maseno University at the address specified under paragraph 2.17.2 no later than **Tuesday 2nd June, 2015 at 10.00 a.m.**

2.18.2 Maseno University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of Maseno University and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by Maseno University prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 Maseno University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 Maseno University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 Maseno University will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday 2nd June, 2015 at 10.00 a.m.** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as Maseno University, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 Maseno University will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders Maseno University may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence Maseno University in Maseno University's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 Maseno University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 Maseno University may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Maseno University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. Maseno University's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by Maseno University and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, Maseno University will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 Maseno University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1 Preference where applicable shall not exceed 15%

2.26 Contacting Maseno University

2.26.1 Subject to paragraph 2.21 no tenderer shall contact Maseno University on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence Maseno University in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the

Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, Maseno University will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as Maseno University deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Maseno University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 Maseno University will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 Maseno University reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 Maseno University reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Maseno University's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, Maseno University will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, Maseno University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as Maseno University notifies the successful tenderer that its tender has been accepted, Maseno University will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Maseno University.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from Maseno University, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Maseno University.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Maseno University may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 Maseno University requires that tenderers observe the highest standard of ethics during

the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Maseno University, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Maseno University of the benefits of free and open competition;

2.31.2 Maseno University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	**Particulars of eligible tenderers:** 1. Registered Company, having been in the relevant business applied for. *(Attach registration certificates)* *2.* Must be financially stable *(attach Audited Accounts)* 3. Must have adequate technical capacity. 4. Must have adequate business facility(s) and equipment. 5. Must have an accessible business premise. 6. Must not have been debarred from participating in tender procurement proceedings under section 115 of the Act. 7. Must be Tax compliant. *(Attach VAT,PIN and any other relevant Certificates)*
2.12	**Tender Security:** The tender security shall be 1% of the bid price in appropriate form.
2.15	**Validity period:** The tender validity period is 120 days
2.27	**Performance Security:** Not required for this tender

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

(a) "The Contract" means the agreement entered into between Maseno University and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other

materials, which the tenderer is required to supply to Maseno University under the Contract.

(d) "Maseno University" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by Maseno University for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without Maseno University's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Maseno University in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without Maseno University's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of Maseno University and shall be returned (all copies) to Maseno University on completion of the Tenderer's performance under the Contract if so required by Maseno University

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Maseno University's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Maseno University the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to Maseno University as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Maseno University and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to Maseno University, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by Maseno University and returned to the

Candidate not later than thirty (30) days following the date of completion of the

Tenderer's performance obligations under the Contract,

3.7.5 including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 Maseno University or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. Maseno University shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Maseno University.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, Maseno University may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to Maseno University.

3.8.4 Maseno University's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by Maseno University or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any

warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms

specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by Maseno University as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by Maseno University within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Maseno University's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify Maseno University in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 Maseno University may, without prejudice to any other remedy for breach of Contract,

by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by Maseno University

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of Maseno University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event Maseno University terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to Maseno University for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, Maseno University shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 Maseno University and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both

parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Tender shall in addition to the General Conditions of Tender in Section III form part of the contract.

1. Buying of Tender Documents

The documents may be purchased from the Procurement Office at Kshs 1,000.00 or be downloaded from the University's website www.maseno.ac.ke at no cost. In Both cases the bidders must register details in the tender register at Procurement Office on po.@maseno.ac.ke .

2. Performance Bond

The amount of the Performance Bond shall be 10% of the contract sum and shall be in the form of a Bank Guarantee conforming to the format set out in appendix III of this Tender document and shall remain in force throughout the contract period. The contract sum for purpose of performance Bond shall be adjusted downward in accordance with the value of deliveries.

3. Payment

Payments shall be made in currency of the bid and against satisfactory supply, delivery, installation, testing and commissioning of the photocopiers ordered by Maseno University.

250. **Bidding**

The tenderer may quote for all the equipment in the various categories **or** for **ANY** of the equipment in any category. It is not mandatory to quote for all items in each category

Specifications

5. The tenderer must reproduce the Specifications of the machines quoted for and also submit brochures and relevant literature.

SECTION V – TECHNICAL SPECIFICATIONS

5.1 GENERAL

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. Maseno University reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period of each product

(ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 PARTICULARS TECHNICAL SPECIFICATIONS 250KVA GENERATOR

KVA: 250
Volts: 400/230V
Cycles Hz: 50
R.P.M. 1500

Generating set complete with the following:

- Set Mounted Tropical Duty Radiator
- Engine Driven Cooling Fan with Protection Guard
- Radiator Stone Guard
- Fuel, Lubricating Oil and Air Filter(s) with Restriction Indicator(s)
- Electronic Engine Management System
- 24 Volt electric start with charging alternator
- Protection Switches for
    - Low oil pressure
    - High Engine Temperature
    - Low coolant level
    - Wiring to Control Panel
- Steel base frame with integral 8 hour capacity fuel tank, complete with contents gauge, steel wire braded fuel lines, fill, vent and drain fittings
- Anti vibration mountings fitted between the engine/alternator feet and base
- Set mounted Yuasa maintenance free lead acid battery with leads and terminals
- Exhaust flexible section(s) with connections
- S.L.S. exhaust Silencer(s) supplied loose
- Load and function tests
- Paint finish to our standard scheme
- Comprehensive user manual

Alternator mounted profile control panel comprising:-

- Ammeter per phase
- 1 x voltmeter
- Voltmeter selector switch
- Dual scale frequency/RPM indicator
- Hour counter
- 3 pole MCB/MCCB Mounted in control panel
- Key Start/Stop switch (701 module fitted to 1300 series)
- Automatic self starting

- Shutdown indicator for
  - High Engine Temperature
  - Low oil pressure
  - Low coolant level
  - Over speed
  - Oil Pressure Gauge
  - Water temperature gauge
  - Battery voltmeter
  - Diagnostic socket

NOTE:

- **Warranty:** 3 Years
- **Preventive Maintenance:** Twice a year during the warranty period

These are **MINIMUM** Specifications only. Suppliers must meet or exceed these specifications. It should be noted that for item to be evaluated, there **MUST** be a Manufacturer's brochure/catalogues/drawings of pictures availed.

SECTION VIII - PRICE SCHEDULE FOR GOODS

1	2	3	4	5	6	7	8
Item	Description	Unit of issue	Quantity	Unit price	Brand/model	Country of origin	Remarks
1.	250 KVA Generator	No.	1(One)				
2.	Distribution board 8-way with 600Amps main MCCB and sub MCCBs of the following ratings i. 250 Amps ii. 200 Amps iii. 100 Amps Must have safe working space, fully sealed CT chamber and a provision of KPLC meter	No. No. No. No.	1(One) 2(Two) 2(Two) 4(Four)				

NB: Please, state the possible days to deliver _____

Name of tenderer _____

Warranty period _____

Signature of tenderer _____

Official Rubber Stamp_____

SECTION VIII - TENDER EVALUATION CRITERIA

The received tenders will be evaluated in three stages:

A. Mandatory Requirements
B. Technical Evaluation
   (i) Technical Specifications Evaluation
   (ii) Technical Evaluation Criteria
C. Financial Evaluation

A. MANDATORY REQUIREMENTS (MR)

The mandatory requirements. This shall comprise confirmation of the following: -

(i) Submission of Tender Security –
Checking its validity, whether it is Original; whether it is issued by a local bank or Microfinance Institution; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).

(ii) Submission and considering Tender Form duly completed and signed.

(iii) Submission and considering the following:-

- Company or Firm's Registration Certificate (its validity)
- PIN Certificate.
- Valid Tax Compliance Certificate.

(iv) Names with full contact as well as physical addresses of previous customers of similar goods and reference letters from at least four (4) previous customers.

(v) That the Tender is valid for the period required.

(vi) Submission and considering that the required number of sets (original and copies) of Tender.

(vii) Submission and considering the Confidential Business Questionnaire:-

- Is fully filled.
- That details correspond to the related information in the bid.
- That the Tenderer is not ineligible as per paragraph 2.1 of the ITT.

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Form of tender completed and duly signed	
MR 3	Tender Security of 1% of the total bid price (As applicable)	
MR 4	Provide copy of the company's **current** Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) Valid up to the date of tender opening.	
MR 5	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 6	Submit a completed Form of Tender (duly signed and stamped by the tenderer)	
MR 7	Provide copies of audited accounts for the company for the last three accounting years.	
MR 8	Provide brochures/literature/manuals	
MR 9	Provide proof of authorization & Support by the equipment manufacturers to sell/service the product in Kenya. A letter of authorization/Tenderer recommendation should be signed by the manufacture	

B. TECHNICAL EVALUATION

a. Technical Specifications Evaluation

Submission of:-

(i) Manufacturer's Warranty

(ii) Copy of the Manufacturer's valid quality management system certification i.e. ISO 9001 for goods from outside Kenya.

(iii) Copy of valid KEBS Diamond Mark of Quality Certificate or KEBS Standardization Mark Certificate for goods manufactured in Kenya.

(iv) Manufacturer's Authorization

(v) Catalogues and/or Brochures and/or Manufacturer's Drawings

(vi) Schedule of Guaranteed Technical Particulars as per tender specifications.

b. Technical Evaluation

NO.	EVALUATION ATTRIBUTE	CRITERIA	SCORE %
T1	Number of years in the business of supply of ICT equipment being quoted for.	• 5 Years and above: 1**5%** • Others prorated at: Number of years x 15 5	15
T2	Qualified staff to support equipment supplied. Please provide CVs + Technical Certificates (These MUST be provided, otherwise, no score).	• 5 or more staff: **20%** • Others prorated at: Number of clients x 20 5	20
T3	Provide a list of clients and give references of which the company has installed similar systems each valued at KShs 5 million and above in the last 5 years.	• 5 or more clients: 1**5%** • Others prorated at: Number of clients x 15 5	15
T4	Financial Stability (Liquidity) a) Profitability Margin	A margin above 30% will score 15 marks; 10-29 % 10 marks and below 10% 5 mark	15
	b) Liquidity Ratio	2:1 – 15 marks; 1:10marks; less than 1:1 5 marks	15
T5	Delivery/ completion period after the award of tender (the quoted period should be realistic)	• Shortest period: **20%** • Others prorated at: Shortest Period x 20 Tenderer's period	20
	TOTAL		**100%**

Note:

- **Profitability Margin** = EBIT / Gross Revenue/Sales
- **Current Ratio** = Current Assets / Current Liabilities
- **EBIT** = Earnings Before Interest and Taxes

Only tenders who **score 75 and above out of the maximum 100 scores** on the above Technical Evaluation will qualify for Financial Evaluation.

A. FINANCIAL EVALUATION

To qualify to financial evaluation stages bidders are expected to score at least 70% out of maximum possible points at the technical evaluation stage.

STAGE 3: FINANCIAL STAGE

This will comprise the following: -

(i) Confirmation of the authenticity and sufficiency of the submitted Tender security.
(ii) Confirmation of and considering Price Schedule duly completed and signed.
(iii) Checking that the Tenderer has quoted prices based on Delivered Duty Paid (DDP).
(iv) Conducting a financial comparison, including conversion of tender currencies into one common currency,
(v) Correction of arithmetical errors,
(vi) Taking into account the cost of any deviation(s) from the tender requirements,
(vii) Ascertaining the financial capability through Last Financial Year's audited financial statements. The statements will provide details for determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios are as follows;
(viii) The acceptable ratios to KPLC are as follows:-

(a) Current ratios i.e. current assets: current liabilities should meet the threshold of at least 1

(b) Solvency ratios i.e. Debt to Assets Ratio. Should meet the threshold of at least 1

(c) Turnover in the Last Financial Year i.e. twelve months of at least 75% of the total tender value.

Bids that pass this stage based on the set minimum score will be subjected to Financial Evaluation using the following formula:

Price quoted shall contribute to 60 points of the total score and this shall be evaluated relatively on the basis of lowest quoted price using the formula $P_c = P_L/P \times 60$ where; P_c is the allocated score, P_L is the lowest quoted price of bids passing the technical evaluation and P is the bidder's price under consideration.

The total score is the sum of the technical evaluation score plus the financial evaluation score.

Bidders shall be awarded on the basis of combined score: Technical and Financial. The bidder with the highest combined score shall be awarded the tender.

SECTION IX - STANDARD FORMS

8.1 **FORM OF TENDER**

Date_____
Tender No. _____

To: Maseno University
Private Bag, MASENO.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ……. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (…… …… (*insert equipment description*) in conformity with the said tender documents for the sum of …… (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by Maseno University.

4. We agree to a bid by this Tender for a period of ……. [*number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us

and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

_____ _____

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

Part 1 – General:
Business Name ……..

Location of business premises……..

Plot No……Street/Road……..

Postal Address …….. Tel No. ……. Fax …….

E mail…….

Nature of Business……

Registration Certificate No……...

Maximum value of business which you can handle at any one time – Kshs……..

……

Name of your bankers …… Branch ……

Part 2 (a) - Sole Proprietor

Your name in full……..…….. Age……

Nationality……. Country of Origin……

Citizenship details……..

Part 2 (b)Partnership Given details of partners as follows:

	Name	Nationality	Citizenship	Details	Shares
1.	……				……..
2.	……				
3.	……				
4.	……				

Part 2 (c) – Registered Company

Private or Public …….

State the nominal and issued capital of company-

Nominal Kshs. …….

Issued Kshs. ……

	Name	Nationality	Citizenship	Details	Shares
1.	……..				
2.	……..				
3.	……..				
4.	……..				
5.	……..				
6.	……..				

Date…….Signature of Candidate……..

8.3 **TENDER SECURITY FORM**

Whereas ……. [name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated ……. [*date of submission of tender]* for the supply, installation and commissioning of ……*[name and/or description of the equipment]* (hereinafter called "the Tender") …….. KNOW ALL PEOPLE by these presents that WE …… of ……. having our registered office at …… (hereinafter called "the Bank"), are bound unto …….. [*name of Procuring entity}* (hereinafter called "the Procuring entity") in the sum of …….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 ___ _____.

THE CONDITIONS of this obligation are:-

1.If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2.If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to Maseno University up to the above amount upon receipt of its first written demand, without Maseno University having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

*[signature of the bank]*_____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between …… [*name of Procurement entity)* of …….. [*country of Procurement entity]*

(hereinafter called "Maseno University) of the one part and …….. [*name of tenderer]* of …….. [*city and country of tenderer]* (hereinafter called "the tenderer") of the other part;

WHEREAS Maseno University invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of …… [*contract price in words and figures]* (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) Maseno University's Notification of Award

3. In consideration of the payments to be made by Maseno University to the tenderer as hereinafter mentioned, the tender hereby covenants with Maseno University to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. Maseno University hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for Maseno University

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____ _____

(Amend accordingly if provided by Insurance Company)

8.5 **PERFORMANCE SECURITY FORM**

To …….
[*name of Procuring entity]*

WHEREAS …… [*name of tenderer*] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [*reference number of the contract]* dated _____ 20_____ to supply …… [*description of goods]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……. [*amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …….. [*amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____

[date]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To **……**
[*name of Procuring entity]*

[name of tender] ……..

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ……. [*name and address of tenderer]*(hereinafter called "the tenderer") shall deposit with Maseno University a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of …… ……. [*amount of guarantee in figures and words]*.

We, the ……. [*bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to Maseno University on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding …… [*amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between Maseno University and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until …… [*date]*.

Yours truly,

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To [*name of Maseno University]* ……..

WHEREAS …… [*name of the manufacturer]* who are established and reputable manufacturers of …….. [*Name and/or description of the goods]* having factories at …… [*Address of factory]* do hereby authorize …… [*name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ……
[*reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

_____
[*Signature for and on behalf of manufacturer]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

_____
_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*_____
   _____

SIGNED FOR ACCOUNTING OFFICER